men they personally knew to be "competent" for service and "good and true." The question of the defendant's constitutional right under the Fourteenth Amendment was not raised in the principal case, but it often is where similar facts are involved. See 17 HARV. L. REV. 351.

MUNICIPAL CORPORATIONS — GOVERNMENTAL POWERS AND FUNCTIONS — RIGHT TO AMUSE CITIZENS. — An ordinance passed by the municipal council of the city of Toledo ordered a transfer of one thousand dollars to the department of public service for the establishment of a municipal moving-picture theatre. The city auditor refusing to make the transfer, a proceeding in mandamus was brought against him. *Held*, that the writ of mandamus be denied. *State ex rel. City of Toledo* v. *Lynch*, 102 N. E. 670 (Oh.). See NOTES, p. 162.

OFFER AND ACCEPTANCE — REWARD — UNILATERAL CONTRACTS. — A reward is offered for the arrest and conviction of a criminal. A. gives information that leads the authorities to B. and C. who identify the criminal. He is arrested and confesses. The offeree pays the money into court and files a bill of interpleader. *Held*, that the reward be equitably divided between A., B., and C. *Bloomfield* v. *Maloney et al.*, 20 Detroit Leg. N. 700 (Sup. Ct., Mich., July 18, 1913).

An offer of a reward is an offer to a unilateral contract, to be accepted by performance. It follows that the general principles of the law of contracts apply, and that this performance must comply with the terms of the offer. *Williams* v. *West Chicago St. R. R. Co.*, 191 Ill. 610. Performance of only part of what is asked for, cannot entitle one to any part of the reward. *Furman* v. *Parke*, 21 N. J. L. 310; *Hogan* v. *Stophlet*, 179 Ill. 150, 63 N. E. 604. Similarly if the result asked for has been accomplished, but by the efforts of several people acting independently, each of whom performs only a part, no one of them can claim to have fulfilled the conditions of the offer, and consequently the reward has not been earned. If, however, these people had coöperated in a partnership, the reward would fairly be earned by that partnership for distribution among its members. *Kinn* v. *First Nat. Bank of Mineral Point*, 118 Wis. 537, 95 N. W. 969. Although is not absolutely clear from the report of the principal case, it seems that the claimants acted independently, and if this view of the facts is correct the case cannot be supported.

POST-OFFICE — WHETHER GOVERNMENT CAN SUE AS BAILEE OF OWNER FOR CONVERSION OF MAIL — EFFECT OF OWNER'S FRAUD. — The defendant was under contract to carry for the plaintiff (the United States) such foreign and domestic mail as was delivered to it in accordance with the acts of Congress and the regulations of the Post-Office Department. A package of jewelry having a salable value, which was mailed in France and addressed to Havana, via the United States, was lost owing to the defendant's negligence. The postal convention between the plaintiff and the French Republic prohibits the transmission by mail into the United States of any merchandise having a salable value. The Postmaster-General imposed a fine upon the defendant, in accordance with the statute providing such a penalty for delinquencies in the mail service, but the amount of the fine was not determined by the value of the lost articles. Act June 8, 1872, c. 335, § 266, 17 STAT. AT LARGE, 316. This action for the value of the jewelry is brought by the United States as bailee of the owner. *Held*, that the plaintiff cannot recover. *United States* v. *Atlantic Coast Line R. Co.*, 206 Fed. 190 (Dist. Ct., E. D. N. C.).

Where a railroad carries mails for the government its liability to the government depends upon the special contract between it and the government. *Atchi-*

son, T. & S. F. Ry. Co. v. *United States*, 225 U. S. 640. The court's inference that the summary power of imposing a fine, conferred upon the Postmaster-General by statute, was intended to preclude any recovery under the contract seems unjustified. It is a privilege accorded the Post-Office Department for the promotion of efficient service, and the penalty assessed is a liquidation of damages for the *public* inconvenience. See *Otis* v. *United States*, 24 Ct. Cl. 61, 72; *Parker* v. *United States*, 26 Ct. Cl. 344, 358. No provision of the statute can be construed as impairing the right of a bailee to recover for the owner's benefit from a converter, even where the conversion involves no wrong for which the bailee would himself be liable before such recovery. *The Winkfield*, [1902] P. 42. But the principal case may well constitute an exception to what, it is submitted, should be the general rule, for the illegal use of the mails by the party for whose benefit the action is brought is a fraud which should vitiate the right of the nominal plaintiff. *Gibson* v. *Paynter*, 4 Burr. 2298; *Orange Co. Bank* v. *Brown*, 9 Wendell (N. Y.) 85.

PROFITS À PRENDRE — RIGHT TO SELF-HELP. — The defendants had a right to cut heather on the plaintiff's estate. When the land became thickly grown with small trees so as to interfere with gathering the heather, they entered and began cutting down the trees. The plaintiff asked that they be restrained. *Held*, that the defendants be enjoined from further cutting. *Hope* v. *Osborne*, 77 J. P. 317 (Ch. Div.).

It is uncertain how far the holder of a *profit à prendre* may protect his interest by self-help. One whose property rights have been invaded may certainly in some cases take the law into his own hands, provided the amount of force used is reasonable. The victim of a private nuisance may enter upon the offender's land and forcibly abate it. *Amoskeag Mfg. Co.* v. *Goodale*, 46 N. H. 53; *Roberts* v. *Rose*, L. R. 1 Exch. 82. But if the land owner was not the original wrongdoer, notice must be given first, except in emergencies. *Jones* v. *Williams*, 11 M. & W. 176. The owner of a chattel which is wrongfully being detained from him may in general enter and retake it. *Madden* v. *Brown*, 8 N. Y. App. Div. 454, 40 N. Y. Supp. 714. But he may not enter upon the land of one who is not responsible for the chattel's being there, as where a former tenant is claiming a chattel that he left behind. *Anthony* v. *Haney*, 8 Bing. 186. The holder of an easement may remove any obstruction placed upon it by the owner of the servient tenement without making a prior request. *Quintard* v. *Bishop*, 29 Conn. 366. But if it was put there by a stranger or by the grantor of the servient owner, notice must be given. *O'Shaughnessey* v. *O'Rourke*, 36 Misc. (N. Y.) 518, 73 N. Y. Supp. 1070. Lord Coke indicated that the holder of a *profit à prendre* was justified in breaking down any serious obstruction erected by the land owner. 2 Inst. 88. So it has been held that where the lord has planted hedges a commoner may pull them up. *Mason* v. *Caesar*, 2 Mod. 65. But on the analogy of the above cases it would seem that where the landowner, as in the principal case, has been guilty of no misfeasance, but merely of a failure to do something, the holder of a *profit à prendre* should not have self-help; certainly not without prior request. Where affirmative duties are involved it would seem safer to leave all remedy to the courts.

SALES — BILL OF LADING — CARRIER'S LIABILITY UNDER AN "ORDER" BILL — FORGED BILL. — A seller, delivering two carloads of beans to the carrier, took "order" bills of lading on which the buyer was named as both consignor and consignee. By express stipulation in the bills their surrender was to be a prerequisite to delivery of the goods by the carrier. The seller retained possession of the bills as security for the price. The buyer forged other bills, indorsed them in blank, and sold them to a third person who secured delivery